

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7	
2. Amendment/Modification No.  P00001		3. Effective Date  2001JAN19		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By  TACOM-ROCK ISLAND AMSTA-LC-CFA-A CAROL STAIB (309)782-7114 ROCK ISLAND IL 61299-7630  EMAIL: STAIBC@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6)  DCMC SYRACUSE-BUFFALO T J DULSKI FEDERAL BUILDING ROOM 1103 111 WEST HURON ST BUFFALO NY 14202-2392  SCD A PAS NONE ADP PT SC1012		Code S3305A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  ERIE ENGINEERED PRODUCTS INC 908 NIAGARA FALLS BLVD NORTH TONAWANDA NY 14120-2016  TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.  DAAE20-00-P-0155	
				<input type="checkbox"/>		10B. Dated (See Item 13)  2000FEB25	
Code 98425		Facility Code					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)  
SEE SECTION G

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103(a)(3) MUTUAL AGREEMENT	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) BARRY R HARTLEBEN HARTLEBENB@RIA.ARMY.MIL (309)782-7116	
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

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Name of Offeror or Contractor: ERIE ENGINEERED PRODUCTS INC			

SUPPLEMENTAL INFORMATION

NOUN: CASE, OPTICAL, INSTRUMENT  
NSN: 1240-00-341-5127  
P/N: 11739600

1. THE PURPOSE OF THIS MODIFICATION IS TO ADD THE FIRST ARTICLE CLAUSES THAT WERE INADVERTENTLY LEFT OUT OF THE PURCHASE ORDER.
2. PRON M114F886M1 IS HEREBY INCORPORATED AS CLIN 0003AA AND INCLUDES THE COST FOR THE ADDITION OF THE GOVERNMENT TEST PLAN PROVIDED TO YOU BY DATAFAX ON 22 DEC 00.
3. EARLIER DELIVERY IS ACCEPTABLE AT NO COST TO EITHER PARTY.
4. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 002 \*\*\*

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Name of Offeror or Contractor: ERIE ENGINEERED PRODUCTS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>DATA ITEM</u></p> <p>1</p> <p>NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 28-FEB-2001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Z55555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CFA ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0155/0000</p>	1	LO	\$ ** NSP **	\$ ** NSP **
0001AB	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>150</p> <p>NSN: 1240-00-341-5127 NOUN: CASE,OPTICAL INSTRU FSCM: 19200 PART NR: 11739600 SECURITY CLASS: Unclassified PRON: M191F072M1 PRON AMD: 02 ACRN: AB AMS CD: 070011GGPB8</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H099161H976 W25G1U J 1 DEL REL CD QUANTITY DEL DATE 001 75 28-SEP-2001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER</p>	150	EA	\$ 310.00000	\$ 46,500.00

Name of Offeror or Contractor: ERIE ENGINEERED PRODUCTS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</div> <div>CONTRACT/DELIVERY ORDER NUMBER DAAE20-00-P-0155/0000</div> <div>DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H099161H977 W62G2T J 1 DEL REL CD QUANTITY DEL DATE 001 75 28-SEP-2001</div> <div>FOB POINT: Destination</div> <div>SHIP TO: FREIGHT ADDRESS (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 TRACY CA 95376-5000</div> <div>CONTRACT/DELIVERY ORDER NUMBER DAAE20-00-P-0155/0000</div>				
0003AA	<div>FIRST ARTICLE TESTING</div> <div>NOUN: SERVICES 1ST ARTICLE TESTING SECURITY CLASS: Unclassified PRON: M114F886M1 PRON AMD: 01 ACRN: AC AMS CD: 070011GZPB8</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 25-MAY-2001</div> <div>\$ 4,446.00</div>				\$ 4,446.00

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Name of Offeror or Contractor: ERIE ENGINEERED PRODUCTS INC			

INSPECTION AND ACCEPTANCE

Status	Regulatory Cite	Title	Date
1 CHANGED	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
<p>a. The first article shall consist of: 3 EACH CARRYING CASES 11739600 AND QAP 11739600</p> <p>which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.</p> <p>b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.</p> <p>c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:</p> <p>(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.</p> <p>(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.</p> <p>(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.</p> <p>(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.</p> <p>(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.</p> <p>d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.</p> <p>e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report.Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to TACOM-RI, AMSTA-AR-QAW-C, ROCK ISLAND, IL 61299-7630.</p> <p>f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in theplace of performance, or material substitution shall be borne by the Contractor.</p>			

Name of Offeror or Contractor: ERIE ENGINEERED PRODUCTS INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/	INCREASE/DECREASE		CUMULATIVE	
ITEM	AMS CD	ACRN	JOB ORD NO	PRIOR AMOUNT	AMOUNT	AMOUNT
0001AB	M191F072M1 070011GGPB8	AA	2	\$ 46,500.00	\$ -46,500.00	\$ 0.00
0001AB	M191F072M1 070011GGPB8	AB	2	\$ 0.00	\$ 46,500.00	\$ 46,500.00
0003AA	M114F886M1 070011GZPB8	AC	2	\$ 0.00	\$ 4,446.00	\$ 4,446.00
NET CHANGE				\$	4,446.00	

SERVICE	NET CHANGE	ACCOUNTING		INCREASE/DECREASE	
NAME	BY ACRN	ACCOUNTING CLASSIFICATION	STATION	AMOUNT	
Army	AA	97 X4930AC6G 6D	26FB S11116	W52H09	\$ -46,500.00
Army	AB	97 X4930AC6G 6D	26FB S1111691F072	W52H09	\$ 46,500.00
Army	AC	97 X4930AC6G 6D	26FB S1111614F886	W52H09	\$ 4,446.00
NET CHANGE				\$	4,446.00

PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE	
OF AWARD		AMOUNT		OBLIG AMT	
NET CHANGE FOR AWARD:	\$ 46,500.00	\$	4,446.00	\$	50,946.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-P-0155 <b>MOD/AMD</b> P00001	<b>Page</b> 7 of 7
<b>Name of Offeror or Contractor:</b> ERIE ENGINEERED PRODUCTS INC		

CONTRACT CLAUSES

- 2 CHANGED 52.209-3
- FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II
- JAN/1997
- (a) The Contractor shall test 3 unit(s) of Lot/Item CARRYING CASES 11739600 as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within 45 calendar days from the date of this contract to TACOM-RI,AMSTA-AR-QAW-C, ROCK ISLAND, IL 61299-7630 marked ''FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.'' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.
- (i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)